

1.0 Assumptions

This Statement of Work and IBM's estimates to perform the Statement of Work are based on the following assumptions. Deviations that arise during the proposed project will be managed through the procedure described in Appendix B, "Project Change Control Procedure."

1. The El Paso Independent School District will designate a person to act as the El Paso Independent School District Project Manager who will be involved from the initiation of the project and will be accessible to IBM. This person will have responsibility for day-to-day project activities and will be responsible for the duties outlined in the *"El Paso Independent School District Responsibilities"* section of this Statement of Work.
2. Work under this Statement of Work will be performed at sites within the El Paso ISD and will not require travel to sites outside district boundaries.
3. Only those components specified in this SOW are to be supplied and installed by IBM. Additional components can be specified via the Project Change Control Procedure detailed in Appendix B.
4. Work under this contract will be performed during school hours (7:00 a.m. and 4:00 p.m.) unless otherwise mutually agreed upon by IBM and El Paso ISD.
5. Work to be performed at specific sites will be mutually agreed to and scheduled with IBM and El Paso ISD at least ten (10) business days prior to the commencement of the work.
6. The El Paso Independent School District will provide IBM access to all pertinent records, reports, and information necessary to carry out its duties in completing this Statement of Work.
7. The El Paso Independent School District will provide all necessary personnel to fulfill the requirements outlined in the *"El Paso Independent School District Responsibilities"* section of this Statement of Work as well as all office supplies and word processing resources.
8. The El Paso Independent School District will sign necessary software licenses and software central support agreements with all vendors identified by IBM.
9. All subcontractors used to fulfill the responsibilities of IBM in this contract will be identified to the El Paso Independent School District.
10. IBM is committed to and has a long history of upholding equal employment opportunity. Its many programs and yearly reviews help ensure there is no discrimination against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment, because of race, religion, color, sex, disability, national origin, or ancestry. IBM and its subcontractors will uphold the same practices in their performance of this Statement of Work.
11. IBM will work collaboratively with the El Paso Independent School District to interpret and comply with the requirements of State Code. The El Paso Independent School District will not approve this Statement of Work or any change authorization(s) to this Statement of Work unless it is in compliance with applicable laws and regulations.

Approval by the El Paso Independent School District of this Statement of Work and any change authorization(s) to this Statement of Work will constitute confirmation by the El Paso Independent School District that the work to be performed by IBM is in compliance with applicable laws and regulations.

12. The El Paso Independent School District will select and secure services from an Internet services provider for Internet access, prior to the start of the engagement.
13. Each school participating in the IBM's Web Access for a School Community implementation will have at least a T-1 connection from the El Paso Independent School District's wide area network to the selected Internet Services provider.
14. Each participating teacher or staff member will have access to either a Power Mac or a PC with at least a Pentium processor, 32 MB of RAM, 1 GB hard drive, CD ROM drive, and connection to the location's local area network. Each machine must have either Netscape 4.05 or higher, Netscape Communicator 4.06 or above, or Internet Explorer 4 Service Pack 1 (4.72.3110.8) or above, including Java support.
15. IBM retains the right to terminate this Statement of Work before full implementation if the commitments of the El Paso Independent School District are not met.
16. It is understood that IBM retains the intellectual property rights to IBM's Web Access for a School Community, which it developed, and any new adaptations of IBM's Web Access for a School Community made by IBM or intellectual property developed by IBM as a result of this Statement of Work. IBM will grant the El Paso Independent School District a license to use IBM's Web Access for a School Community for one (1) year, as developed under the scope of this Statement of Work.
17. The El Paso Independent School District will assume responsibility for negotiating any necessary changes in operating procedures, work rules, site organization, etc. with the appropriate authorities, as well as any relevant collective bargaining units, to ensure smooth implementation and adoption of IBM's Web Access for a School Community.
18. Work under this Statement of Work will be performed at the El Paso Independent School District sites as well as at IBM and/or subcontractor premises.
19. The El Paso Independent School District will be responsible for any overtime pay that may be required for its personnel to oversee IBM's and its subcontractors' activities related to this project when agreed to work is performed outside the standard business day.
20. IBM and our subcontractor will have unlimited, unrestricted access to all buildings. Any security requirements inclusive of guards, security codes/access codes, lighting and internal access and/or central monitoring are the responsibility of El Paso ISD.
21. IBM will be provided with access badges, keys and combinations or escorts to perform the work described in this SOW. Any delay encountered due to unavailability of buildings may result in additional charges being incurred by El Paso ISD. If this situation arises, it will be addressed via the Project Change Control Procedure detailed in Appendix B.
22. It is understood by El Paso ISD and IBM that this SOW is based upon the estimated start date provided below. In the event this date is not achieved, IBM reserves the right to extend the projected project completion date on a working day for working day basis, and as mutually agreed upon by IBM and El Paso ISD via the Project Change Control Procedure detailed in Appendix B.

23. It is understood by El Paso ISD and IBM that this SOW and the pricing associated with this SOW are based upon the award of the total proposed SOW described in this document. The work described in this SOW will be performed during one continuous phase.

Exclusions from this Statement of Work

1. IBM is not responsible under this SOW for the identification or correction of any existing safety and/or code violations, whether federal, state or local, including but not limited to fire and electrical codes. If IBM should discover any safety and/or code violations during the course of this project, IBM will notify El Paso ISD of the problem. IBM will not be required to proceed with its work under this SOW until El Paso ISD remedies such violation, nor will IBM be responsible for delays to the work caused by such violation.
2. On-going network operations and Coordination are not included in this Statement of Work. IBM would be pleased to respond to El Paso ISD for the addition of these services.
3. Relocation and testing of existing computers, telecommunications, or CCTV equipment(s) or systems are not required.
4. Removal of existing telecommunications or CCTV cabling is not required.
5. No data Media Converters are being supplied by this Statement of Work.
6. Installation of any hardware, software, and network electronics not specified in this SOW (e.g., workstations, servers, printers, routers, DSUs/CSUs, repeaters, modulators) is the responsibility of El Paso ISD.
7. It is understood by El Paso ISD and IBM that all matters relating to physical construction of new wiring closets/equipment locations and retrofits for existing wiring closets/equipment locations, (general construction buildout, HVAC, electrical, lighting, construction permits) is the responsibility of El Paso ISD.

2.0 IBM Responsibilities

2.1 Project Management

Task Description: The objective of this task is to provide technical direction, maintain project control and to establish a framework for project communications, reporting, procedural, and contractual activity for the IBM tasks described. This task consists of the following activities:

- Review this Statement of Work and the contractual responsibilities of both parties with the El Paso Independent School District Project Manager.
- Prepare a Detailed Installation Plan, which identifies and assigns tasks, major benchmarks for the efforts of the project team, and the dates on which they will occur.

- Establish procedures and coordinate IBM efforts with the El Paso ISD Project Manager.
- Develop and maintain work plans for the performance of IBM responsibilities.
- Administer the Change Control Procedures.
- Maintain communications and review progress with the El Paso ISD Project Manager and team members during status meetings.
- Prepare and submit written Monthly Status Reports of IBM activities to the El Paso ISD Project Manager.
- Coordinate the establishment of the project environment.
- Resolve deviations from the project plan with the El Paso Independent School District Project Coordinator.
- Review project tasks, schedules, and resources and make changes or additions, as appropriate.

Completion Criteria: This task will be considered complete when the other tasks identified under IBM Responsibilities have been completed and the Detailed Project Plan and the final Monthly Written Status Report have been provided to the El Paso ISD Project Manager, or when the project end date of June 30, 2003 has been reached, whichever occurs first.

Deliverable Materials / Documentation:

- Monthly Status Reports
- Detailed Installation Plan

2.2 Update the Customized Implementation Services for IBM's Web Access for a School Community

Task Description: The objective of this task is to provide an updated Customized Implementation Plan for *IBM's Web Access for a School Community* through the involvement of the El Paso ISD leadership team. The following sub-tasks will be performed:

- Validate implementation and installation
- Validate Implementation Requirements and Priorities
- Validate Implementation Roles and Responsibilities
- Determine Implementation Timeline and Targeted Participants
- Update *IBM's Web Access for a School Community* objectives and vision that result from the planning session
- Prepare and provide the Implementation and Installation Planning Document to the El Paso Independent School District Project Manager

Completion Criteria: This task will be considered complete when the other tasks identified under IBM Responsibilities have been completed and one (1) updated copy of the

Implementation and Installation Planning Document has been delivered to the El Paso ISD Project Manager.

Documentation:

- Implementation and Installation Planning Document

2.3 Upgrade Servers

Task Description: The objective of this task is to upgrade two (2) servers with Windows NT 4.0 with Service Pack 5 equipped with the operational software, e-mail software and web server software. The following sub-tasks will be performed:

- Upgrade NT and web server software.
- Create and customize each server in *IBM's Web Access for a School Community* and partition them for individual school building applications.
- Establish connectivity to the *IBM's Web Access for a School Community* server by logging on to the server via the intranet/internet.
- Prepare and provide the updated Technical Environment Report to the El Paso ISD Project Manager.
- Finalize and review the IBM Software Acceptance Checklist with the El Paso ISD Project Manager.
- Validate the updated code installation using the IBM Software Acceptance Checklist and provide to the El Paso ISD Project Manager.

Completion Criteria: This task will be complete when connectivity has been established by logging on to the El Paso ISD's network from the *IBM's Web Access for a School Community* servers, and the deliverables for this task have been delivered to the El Paso ISD Project Manager, or when IBM has provided fifty-five (55) days of installation services, whichever occurs first.

Deliverable Materials:

- Technical Environment Report
- IBM Operational Software Acceptance Checklist

2.4 Provide Maintenance Telephone Technical Support for IBM's Web Access for a School Community

Task Description: The objective of this task is to provide support for *IBM's Web Access for a School Community*. IBM will provide telephone technical support for twelve (12) consecutive months. The support will enable two (2) specified people in the school to contact IBM with technical issues related to the *IBM's Web Access for a School Community*

operational code. Support will be available from 8:00 a.m. - 8:00 p.m. EST, Monday through Friday, excluding holidays.

In the event that IBM delivers fixes or a new release of the same version of *IBM's Web Access for a School Community* operational code over the next twelve (12) months, IBM will make that code available to the El Paso ISD under the current license at no additional charge. The limitations on the number of entitled users and term of the license agreement will remain unchanged.

Completion Criteria: This task will be complete when twelve (12) months of maintenance support has been provided or the project end date of June 30 2003 has been reached, whichever occurs first.

2.5 IBM's Web Access for School Community Solution Support

Task Description: The objective of this task is to provide maintenance and support services for *IBM's Web Access for School Community* Solution Support installation at the El Paso ISD, after initial upgrade support described in Task 2.3

IBM will provide up to forty (40) days of on site support. On site support will be provided in a minimum of four (4) consecutive days per visit.

The major sub tasks are:

- Domino Server maintenance
- Domino server support.
- Application maintenance.

Completion Criteria: This task will be considered complete when up to forty (40) days of onsite support have been provided, or the project end date of June 30, 2003 has been reached, whichever occurs first.

Deliverable: None

3.0 El Paso ISD Responsibilities

The responsibilities listed in this section are in addition to those responsibilities specified in the IBM Customer Agreement and are to be provided at no charge to IBM. IBM's performance is predicated upon the following responsibilities being fulfilled by El Paso ISD.

3.1 General Responsibilities

- Provide full access to all El Paso ISD school locations as required under this SOW.
- Communicate with appropriate El Paso ISD personnel at your location of the work to take place and obtain their approval if necessary.

- Inform IBM of any change in network requirements in accordance with the IBM Project Change Control Procedure, Appendix B.
- Provide a workstation with Internet access and either Netscape 4.05 or higher, Netscape Communicator 4.06 or above, or Internet Explorer 4 Service Pack 1 (4.72.3110.8) or above, including Java support to verify Web server installation
- Sign off on hardware and software installation.
- Identify two (2) trained staff members who will be authorized to contact maintenance technical support.

3.2 Project Management

Prior to the start of this Statement of Work under the Agreement, El Paso ISD will designate a person, called the El Paso ISD Project Manager, to whom IBM communications will be addressed and who has the authority to act for El Paso ISD in all aspects of the contract.

The El Paso ISD Project Manager's responsibilities include:

- Provide information, data, decisions, and report approvals, as accepted by the El Paso Independent School District, to IBM personnel within five (5) working days from receipt of IBM's request, unless both parties agree to an extended response date.
- Provide all necessary data, information, operational support, personnel, and operational procedures for the duration of the project.
- Take direct action, as appropriate, to rectify deviations from plans, schedules, or procedures which are the El Paso Independent School District responsibility.
- Assist IBM with the preparation of detailed project plans where it relates to the El Paso Independent School District responsibilities.
- Coordinate the scheduling of the El Paso Independent School District personnel to assist in system testing, system demonstration, training, and for resolution of questions related to the project.
- Attend project status meetings when mutually scheduled and disseminate the minutes to the El Paso Independent School District personnel.
- Attend monthly status meetings.
- Communicate to the El Paso Independent School District community on the overall project progress.
- Identify all other activities in the district: opportunities to collaborate, leveraging other funds, and driving other standards-based reform activities
- Identify and notify planning session participants
- Identify and schedule planning session facility
- Permit posting of any notifications required by applicable law for Services provided at your locations.

3.2 File Server and Workstation Content and Security

After successful server installation, be responsible for the content of any file server, and/or workstation, the selection and implementation of controls on its access and use, backup and recovery, and the security of the stored data.

You understand and agree that the Services performed by us will be performed using reasonable care and skill, reflecting the level of knowledge and expertise possessed by those individuals performing the Services at the time such Services are performed. You understand and agree that new technology, configuration changes, software upgrades and routine maintenance, among other items, can create new and unknown security exposures. Moreover, computer "hackers" and other third parties continue to employ increasingly sophisticated techniques and tools, resulting in ever-growing challenges to individual computer system security. It is your sole responsibility to maintain the security of your computer systems and the data contained in them. Our performance of Services does not constitute any representation or warranty by us about the security of your computer systems including, but not limited to, any representation that your computer systems are safe from intrusions or any other security exposures.

3.3 Internet Service Provider

Identify and acquire Internet access services for the El Paso ISD.

3.4 Internet Acceptable Use Policy

Develop and implement an acceptable use policy for Internet access and activity for the El Paso ISD.

3.5 Electronic Mail

Be responsible for the identification, procurement, and implementation of an appropriate and complementary (to IBM's Web Access for a School Community) e-mail package to enable e-mail among parents, teachers, students, and community members.

3.6 Laws, Regulations and Statutes

El Paso ISD will identify and make the interpretation of any applicable federal, state, and local laws, regulations and statutes to see that the services provided by IBM comply.

3.7 Space, Facilities, and Access

Provide installation facilities for IBM provided equipment. El Paso ISD is responsible for space allocation, HVAC and electrical considerations. El Paso ISD is responsible for providing power, light and water necessary in performance of this project.

In obtaining access to any building, IBM shall not disrupt the educational environment. The El Paso ISD shall maintain the right to disallow access in the event it is of the opinion that

4.0 DELIVERABLE MATERIALS / DOCUMENTATION

The following items will be delivered to El Paso ISD under this Statement of Work. See Appendix A, "Deliverable Guidelines" for a description of each deliverable.

- Monthly Status Reports
- Detailed Installation Plan
- Implementation and Installation Planning Document
- Technical Environment Report
- IBM Operational Software Acceptance Checklist

5.0 SCHEDULE

5.1 Project Dates

- Start Date - July 1, 2002.
- End Date – June 30, 2003

5.2 Project Delays

IBM will not be responsible for delays or additional requirements imposed by any government agencies or unforeseen conditions such as delays in the progress of the project by your acts or neglect or the acts or neglect of your employees or separate contractors employed by you, by changes ordered in the project not caused by the fault of IBM, by labor disputes, fire, unusual delays in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties or other causes beyond IBM's control or by another cause which you and IBM agree is justifiable, the contract time shall be reasonably extended and the charges adjusted, if necessary, by Change Authorization.

6.0 COMPLETION CRITERIA

IBM shall have fulfilled its obligations under this Statement of Work when any one of the following occurs:

- IBM accomplishes the tasks described in section 2.0, "IBM Responsibilities."
- El Paso ISD terminates the Project in accordance with the provisions of the IBM Customer Agreement.
- The Estimated End Date for the contract is reached.

7.0 CHARGES

TOTAL CHARGES:

\$1,372,100

IBM will submit invoices per the payment schedule as stated below.

IBM understands that the decision to implement this project is contingent upon award to the District of funding under the E-Rate program. IBM will not begin work on this project without written notification from EPISD that funding has been approved and that work should begin. If such notification has not been received by December 31, 2002, at IBM's option, IBM may terminate this Statement of Work or implement an extension of this Statement of Work, as well as changes in pricing or other terms and conditions as may be required, via the Project Change Control Procedure outlined in Appendix B.

E-Rate Invoicing: Prior to commencing work, IBM requires 1) a fully signed contract signature sheet; 2) a P.O. in the amount that the E-Rate program is not funding (e.g. non-discounted portion of the eligible costs plus the non-eligible costs), and; 3) a copy of the USAC's Funding Commitment Decision Letter.

As a service to the school, IBM will perform dual billing per E-Rate terms and conditions. First, IBM will invoice the school monthly, as work is completed, for the 'non-discounted' portion of the ELIGIBLE items and any non-eligible items. Secondly, under separate invoice, IBM will invoice the E-Rate FCC Snowe-Rockefeller administration (SLD) for the remaining discounted portion of the ELIGIBLE items. Payment is due as specified in the invoice.

Please note that although IBM will bill the school for the 'non-discounted' portion and other charges not eligible under the E-Rate program, the school assumes responsibility for the entire contract services charge. Notwithstanding any other provision, the District has the right to terminate this agreement for business reasons if written termination notice is given to IBM prior to any work being performed or service provided.

Excluded from the Services Charge are items involving, but not limited to; repairs to the Location for correcting existing code deficiencies, painting, asbestos removal, plumbing, heating and ventilation, air conditioning work, etc.

IBM Service Provider Identification Number (SPIN): 143005607

IBM reserves a purchase money security interest in the Machines until IBM receives payment of the amounts due. You authorize IBM to prepare and file a financing statement to perfect its purchase money security interest in all Machines you order and IBM delivers under this Statement of Work.

APPENDIX A -DELIVERABLE / DOCUMENTATION GUIDELINES

A.1 Monthly Status Reports

Purpose: IBM will provide Monthly Status Reports advising the El Paso ISD Project Manager of the progress and status of the IBM activities. The report will outline the IBM activities and describe the status of tasks worked on during that period. Significant accomplishments, milestones, and problems will be identified.

Content: This report will consist of the following:

- Activities performed during the reporting period
- Activities planned for the next reporting period
- Project change control summary
- Problems, concerns, and recommendations
- Other items of importance

Delivery: IBM will deliver one (1) soft copy of this document in Microsoft Word format to the El Paso ISD Project Manager.

A.2 Detailed Installation Plan

Purpose: The detailed Installation Plan will describe all major tasks, identify responsibilities, assign time frames, and reviews in order to track and manage items within this Statement of Work.

Content: This report will consist of the following items:

- Detailed tasks
- Task assignments
- Schedule data
- Relationship to other tasks within the plan
- Actual date completed

Delivery: IBM will deliver one (1) soft copy of this document in Microsoft Word format to the El Paso ISD Project Manager.

A.3 Implementation and Installation Planning Document

Purpose: The Implementation and Installation Planning Document will describe how *IBM's Web Access for a School Community* will be used, who the participants will be, and what the objectives of the *IBM's Web Access for a School Community* implementation will be.

Content: This report will consist of the following items:

- IBM's Web Access for a School Community Objectives
- IBM's Web Access for a School Community Implementation Plan
- IBM's Web Access for a School Community Participants

Delivery: IBM will deliver one (1) soft copy of this document in Microsoft Word format to the El Paso ISD Project Manager.

A.4 Technical Environment Report

Purpose: The Technical Environment Report will detail the *IBM's Web Access for a School Community* technical environment.

Content: This document will contain:

- List of servers and configurations
- *IBM's Web Access for a School Community* configuration information

Delivery: IBM will deliver one (1) soft copy of this document in Microsoft Word format to the El Paso ISD Project Manager.

A.5 IBM Operational Software Acceptance Checklist

Purpose: The *IBM* Operational Software Acceptance Checklist will provide a written record that the operational code was correctly upgraded.

Content This checklist will contain a list of activities to follow to validate that the operational code was correctly installed along with a list of all *IBM's Web Access for a School Community* servers, their installation sites, and their installation completion dates.

Delivery: IBM will deliver one (1) soft copy of this document in Microsoft Word format to the El Paso ISD Project Manager.

APPENDIX B - PROJECT CHANGE CONTROL PROCEDURE

When both of us agree to a change in this Statement of Work, a written description of the agreed change (called a "Change Authorization") will be prepared, which both parties must sign. The Change Authorization will describe the change, the rationale for the change, and specify any change in the charges, schedule or other terms. Depending on the extent and complexity of the requested changes, IBM may charge for the effort required to analyze it. When charges are necessary in order to analyze a change, IBM will provide a written estimate and begin the analysis on written authorization. The terms of a mutually agreed upon Change Authorization will prevail over those of this Statement of Work or any previous Change Authorization.

APPENDIX C – SIGNATURE PAGE

IBM (we) will provide, and El Paso ISD (you) agree to accept, IBM Services (Services) for "Web Access for a School Community" under the terms and conditions of the *IBM Customer Agreement* and this Statement of Work. For Scope of Services, Completion Criteria, Charges and other applicable terms refer to the IBM Proposal for the provisions of EL Paso ISD "Web Access for a School Community", dated January 17, 2002.

IBM is aware of the District's reliance on an outside source of funding (Universal Service Fund) to execute on the implementation tasks described in this SOW. Should EL Paso ISD not receive the requested funding for E-rate 5 or should EL Paso ISD receive only partial funding, IBM will work with EL Paso ISD to incorporate those portions of E-rate 5 funding that can be accomplished based upon available funding. It is specifically understood by IBM and EL Paso ISD that no E-rate 5 activity will occur prior to IBM's receipt from EL Paso ISD of written authorization to proceed. It is understood by EL Paso ISD and IBM that this SOW and its associated pricing is based upon IBM receiving written approval from EL Paso ISD to proceed with E-rate 5 no later than December 30, 2002. In the event this approval is not received by this date, IBM reserves the right to restructure the SOW to incorporate on those tasks that can be successfully completed by IBM prior to June 30, 2003.

This proposal will remain valid through December 31, 2002.

Total Charges: **\$1,372,100**, which includes travel and living expenses and applicable taxes which are the responsibility of El Paso ISD. Both of us agree that the complete agreement between us regarding these Services will consist of 1) this Statement of Work and 2) the *IBM Customer Agreement* (or any equivalent agreement signed by both of us).

Agreed to:

EL Paso ISD

By 
(Authorized Signature)

Name JACK S. JOHNSTON

Date 1-16-02

Customer Number 2716257

Customer Address:

El Paso Independent School District
6531 Boeing Dr.

El Paso, TX 79925

Project name or identifier

Start Date: July 1, 2002

Agreed to

International Business Machines Corporation

By 
(Authorized Signature)

Name MICHAEL PRATT

Date 1-16-02

IBM Customer Agreement No. BN8C298

IBM Office Address:

4487 N. Mesa, Suite 200

El Paso, TX 79902

El Paso ISD – Web Access for a School
Community

End Date: June 30, 2003

EL PASO INDEPENDENT SCHOOL DISTRICT

IBM Statement of Work for E-mail



Prepared for

El Paso ISD

January 17, 2002



International Business Machines Corporation or
IBM Global Services
El Paso, Texas

The information in this proposal shall not be disclosed outside the EL PASO INDEPENDENT SCHOOL DISTRICT organization and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the proposal, provided that if a contract is awarded to IBM as a result of or in connection with the submission of this proposal, EL PASO INDEPENDENT SCHOOL DISTRICT shall have the right to duplicate, use, or disclose the information to the extent provided by the contract. This restriction does not limit the right of EL PASO INDEPENDENT SCHOOL DISTRICT to use information contained in the proposal if it is obtained from another source without restriction.

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STATEMENT OF WORK

Statement of Work - Introduction

This section describes the Services that IBM will provide under the terms of the IBM Customer Agreement (ICA) and this Statement of Work (SOW). Specifically, IBM will provide El Paso Independent School District (El Paso ISD) with a set of customized services. The details of the Services to be provided are described in this section. These Services will be provided at existing and newly built El Paso ISD locations in El Paso, Texas.

The activities to be performed by IBM, including deliverables, are defined and an estimated schedule is provided. In addition, the responsibilities of El Paso ISD are listed.

This Statement of Work is comprised of the following sections:

- 1.0 Assumptions
- 2.0 IBM Responsibilities
- 3.0 El Paso ISD Responsibilities
- 4.0 Deliverable Materials/Documentation
- 5.0 Project Schedule
- 6.0 Completion Criteria
- 7.0 Charges

The following are incorporated in and made part of this Statement of Work:

- Appendix A, Deliverable/Documentation Guidelines
- Appendix B, Project Change Control Procedure
- Appendix C, Equipment and Operational Software
- Appendix D, Signature Page

Changes to this Statement of Work will be processed in accordance with the procedure described in Appendix B, "Project Change Control Procedure." The investigation and the implementation of changes may result in modifications to the Schedule, Charges or other terms of this Statement of Work.

In the event of conflict between the terms of the SOW and the Agreement, the terms of this SOW will prevail. This SOW and the Agreement (and any applicable attachments) represent the complete agreement regarding the subject matter and replace any prior oral or written communications between us. Terms of a change authorization prevail over both of them.

This proposal will expire December 31, 2002 unless IBM extends this date in writing.

1.0 ASSUMPTIONS

This SOW is based on the following assumptions:

General Scope Description

This Statement of Work and IBM's estimates to perform the Statement of Work are based on the following assumptions. Deviations that arise during the proposed project will be managed through the procedure described in Appendix B, "Project Change Control Procedure" which may result in changes to the charges, estimated schedule, and/or terms and conditions.

1. El Paso ISD personnel who will be assigned to this project will have the technical skills necessary to participate in the project.
2. El Paso ISD IS and user personnel will be available as described in 3.0, "El Paso ISD Responsibilities."
3. Work under this Statement of Work will be performed at sites within the El Paso ISD and will not require travel to sites outside district boundaries.
4. Only those components specified in this SOW are to be supplied and installed by IBM. Additional components can be specified via the Project Change Control Procedure detailed in Appendix B.
5. Work under this contract will be performed during school hours (7:00 a.m. and 4:00 p.m.) unless otherwise mutually agreed upon by IBM and El Paso ISD.
6. Work to be performed at specific sites will be mutually agreed to and scheduled with IBM and El Paso ISD at least ten (10) business days prior to the commencement of the work.
7. IBM and our subcontractor will have unlimited, unrestricted access to all buildings. Any security requirements inclusive of guards, security codes/access codes, lighting and internal access and/or central monitoring are the responsibility of El Paso ISD.
8. IBM will be provided with access badges, keys and combinations or escorts to perform the work described in this SOW. Any delay encountered due to unavailability of buildings may result in additional charges being incurred by El Paso ISD. If this situation arises, it will be addressed via the Project Change Control Procedure detailed in Appendix B.
9. It is understood by El Paso ISD and IBM that this SOW is based upon the start date provided below. In the event this date is not achieved, IBM reserves the right to extend the projected project completion date on a working day for working day basis, or reduce the scope of the project, and as mutually agreed upon by IBM and El Paso ISD via the Project Change Control Procedure detailed in Appendix B.
10. It is understood by El Paso ISD and IBM that this SOW and the pricing associated with this SOW are based upon the award of the total proposed SOW described in this document. The work described in this SOW will be performed during one continuous phase.

11. El Paso ISD will provide remote access to the EPISD network for maintenance support.
12. El Paso ISD will provide appropriate access to the EPISD network for technical support.
13. Work will be performed only at eligible sites.
14. Desktop Hardware or software upgrades, where required will be performed under separate contract.
15. Full and timely cooperation and participation of EPISD staff.
16. All standard desktop computers should meet or exceed the following specifications:
 - Windows 95/98 computer, 266 MHz Pentium processor, 64MB ram, 300MB free disk space
 - Power Macintosh 6500, 64MB RAM, 300MB free disk space, System 8.1
17. Full and timely cooperation and participation of EPISD staff.

Exclusions from this Statement of Work

1. IBM is not responsible under this SOW for the identification or correction of any existing safety and/or code violations, whether federal, state or local, including but not limited to fire and electrical codes. If IBM should discover any safety and/or code violations during the course of this project, IBM will notify El Paso ISD of the problem. IBM will not be required to proceed with its work under this SOW until El Paso ISD remedies such violation, nor will IBM be responsible for delays to the work caused by such violation. . If it occurs, this situation will be addressed through the Project Change Control Procedure.
2. On-going network operations and Coordination are not included in this Statement of Work. IBM would be pleased to respond to El Paso ISD for the addition of these services.
3. Relocation and testing of existing computers, telecommunications, or CCTV equipment(s) or systems are not included in this SOW.
4. Removal of existing telecommunications or CCTV cabling is not included in this SOW.
5. This Statement of Work is supplying no data Media Converters.
6. Installation of any hardware, software, and network electronics not specified in this SOW (e.g., workstations, servers, printers, routers, DSUs/CSUs, repeaters, modulators) is the responsibility of El Paso ISD.
7. It is understood by El Paso ISD and IBM that all matters relating to physical construction of new wiring closets/equipment locations and retrofits for existing wiring closets/equipment locations, (general construction buildout, HVAC, electrical, lighting, construction permits) is the responsibility of El Paso ISD.
8. It is agreed that all non e-rate eligible products and services are excluded from this agreement and if such services or products are requested, will be included in a separate contract.

2.0 IBM RESPONSIBILITIES

2.1 Project Management

Task Description: The objective of this task is to provide technical direction, maintain project control and to establish a framework for project communications, reporting, procedural, and contractual activity for the IBM tasks described. This task consists of the following activities:

- Establish and coordinate IBM efforts with the El Paso ISD Project Manager.
- Develop and maintain work plans for the performance of IBM responsibilities.
- Administer the Change Control Procedures with the El Paso Project Manager.
- Maintain communications and review progress with the El Paso ISD Project Manager and team members during status meetings.
- Prepare and submit written Monthly Status Reports of IBM activities to the El Paso ISD Project Manager.

Completion Criteria: This task will be complete when the other tasks identified under the section, IBM Responsibilities, have been completed and the Final Status Report has been delivered to the El Paso ISD Project Manager.

Deliverables/Documentation: Monthly Status Reports.

2.2 Conduct Email Installation Planning Update

Description: To perform planning and assessment for update and delivering e-mail to new and additional users .The major sub tasks are:

1. Update roles & responsibilities for email installation.
2. Update distributed email architecture.
3. Review standard district-wide naming conventions.
4. Review required email server sizing & configuration.
5. Review minimum client specifications for desktop hardware, software, and Operating systems.
6. Review email migration strategy for users with current email accounts.
7. Update phased implementation & deployment plan.
8. Review and assist in update of district-wide email Policies & Procedures.
9. Review and assist in update of standards for connectivity.,

Completion Criteria: This task will be considered complete when IBM delivers the Email Planning Summary Report to the EPISD Project Manager.

Deliverable/Documentation: Email Planning Summary Report

2.3 Perform Email Deployment

Description: To update installed e-mail servers and operational software.

The major sub tasks are:

1. Update and configure installed central email server cluster.
2. Create Email Server Configuration Document
3. Update installed DNS server.
4. Update installed IBM I servers (2) with free firewall software.
5. Test, and performance-tune servers and mail routing performance.
6. Test for connectivity with external mail providers.
7. Update end-user training curriculum and materials.
8. Update district-wide email directory through data import from existing data sources.
9. Register new email accounts and set up the additional mail boxes (3000) for a total of 8000 mail boxes.

Completion Criteria: This task will be considered complete when Email servers have been configured and 3000 additional email accounts have been enabled.

Deliverable: Email Server Configuration Document and Email software licenses.

2.4 Perform Email Technical Support

Description: To perform continuation of maintenance and support..

The major sub tasks are:

- Provide email support to the District and end users with up to four-hour on-site response during working hours.
- Provide on-going email system technical support, including software updates.
- Prepare documentation.

Completion Criteria: This task will be considered complete when the contract period of twelve (12) consecutive months is completed or June 30, 2003 unless extensions of the contract are authorized by the SLD.

Deliverable/Documentation: None

3.0 EL PASO ISD RESPONSIBILITIES

The responsibilities listed in this section are in addition to those responsibilities specified in the IBM Customer Agreement and are to be provided at no charge to IBM. IBM's performance is predicated upon the following responsibilities being fulfilled by El Paso ISD.

3.1 General Responsibilities

- Provide full access to all El Paso ISD school locations as required under this SOW.
- Communicate with appropriate El Paso ISD personnel at your location of the work to take place and obtain their approval if necessary.
- Provide floor diagrams of affected campus locations in 8 1/2 x 11 hardcopy format.
- Provide all the necessary closet and/or equipment areas for location of network electronics, racks and cabinets as described within this SOW.
- Provide all necessary power and environmental support to accommodate all IBM and El Paso ISD provided equipment.
- Inform IBM of any change in network requirements in accordance with the IBM Project Change Control Procedure, Appendix B.
- Provide required conduit and trenching within the project schedule timeframe should El Paso ISD require IBM to utilize buried or underground conduit that does not currently exist.

3.2 Project Management

Prior to the start of this Statement of Work, El Paso ISD will designate a person, called the El Paso ISD Project Manager, to whom IBM communications will be addressed and who has the authority to act for El Paso ISD in all aspects of the contract.

The El Paso ISD Project Manager's responsibilities include:

- Act as a liaison between IBM and El Paso ISD project participants.
- Manage the Project Change Control Procedure for El Paso ISD.
- Attend regularly scheduled project status meetings.
- Obtain and provide information, data, decisions and approvals, within three working days of IBM's request unless EPISD and IBM agree to an extended response time.
- Help resolve project issues and escalate issues within the EPISD organization, as necessary.
- Provide full access to all eligible School locations as El Paso ISD required under this SOW.
- Permit posting of any notifications required by applicable law for Services provided at your locations.

3.3 Space, Facilities and Utilities

Provide installation facilities for IBM provided equipment. El Paso ISD is responsible for space allocation, HVAC and electrical considerations. El Paso ISD is responsible for providing power, light and water necessary in performance of this project.

3.4 Laws, Regulations and Statutes

El Paso ISD will identify and make the interpretation of any applicable federal, state, and local laws, regulations and statutes that affect the overall implementation of this Statement of Work. It is the responsibility of the El Paso ISD to assure that the actions taken within this Statement of Work meet the requirements of those laws.

3.5 File Server and Workstation Content and Security

Be responsible for the content of any file server, and/or workstation, the selection and implementation of controls on its access and use, backup and recovery, and the security of the stored data.

You understand and agree that the Services performed by us will be performed using reasonable care and skill, reflecting the level of knowledge and expertise possessed by those individuals performing the Services at the time such Services are performed. You understand and agree that new technology, configuration changes, software upgrades and routine maintenance, among other items, can create new and unknown security exposures. Moreover, computer "hackers" and other third parties continue to employ increasingly sophisticated techniques and tools, resulting in ever-growing challenges to individual computer system security. It is your sole responsibility to maintain the security of your computer systems and the data contained in them. Our performance of Services does not constitute any representation or warranty by us about the security of your computer systems including, but not limited to, any representation that your computer systems are safe from intrusions or any other security exposures.

3.6 Required Consents

1. "Required Consents" means any consents or approvals required to give IBM, its Affiliates and their Subcontractors or El Paso ISD the right or license to use, execute, reproduce, display, perform, distribute copies of, and modify (including creating Derivative Works), any services, products, software programs, materials, information, or facilities that IBM may use or access in providing the services during the term of the Contract.
2. The El Paso ISD will obtain and provide to IBM, all Required Consents for El Paso ISD provided hardware, software, services and facilities, to allow IBM use, access and other necessary rights required to perform its responsibilities under this Contract. The terms of any Required Consent with any third party will be consistent with the terms of this Contract (such as confidentiality and liability). The El Paso ISD will pay for any vendor fees required to obtain all El Paso ISD Required Consents.
3. IBM will obtain and provide to El Paso ISD all Required Consents for IBM provided hardware, software, services and facilities to allow the El Paso ISD use, access and